Revenue (1928) Department.

SERIES.

G.O. No. 22

DATED 5 - 1 - 1928

[Despatch Abstract.]

Alienation - Land and revenue - Bellary town and village - London Mission School - Sanctioned.

Revenue **DEPARTMENT.**

CURRENT No. 3063E-4

Received ..... 19 Registered 19-7- 1924

Subject.

Alienation - Land and Revenue - (Bellary) - Bellary Town - London Mission - Charity School.

ENCLOSURES.
No. .....
.....
Spare copies .....

Reference. C. No. 3260-24-1

Station Madras, , *Dated the* 16th July 1924. 19.

From
W. Scott Brown, Esq. I.C.S.,
Secretary.

The Board of Revenue, Land Revenue and Revenue Settlement, etc. Separate Revenue.

M. E. Couchman Esq., I.C.S.,
Commissioner of Land Revenue.

Resolution Reference. :-

The land described in the enclosed statements has been in the occupation of the London Mission, Bellary for a very long time. It was first held on a 99 years lease. The lease expired in 1912. The Mission did not however apply for a renewal. As the present rules do not contemplate the renewal of the lease. the Board proposed to regularise the Mission's occupation of the land by alienating it under Board's Standing Order No. 34. The Mission has agreed to the course suggested. The Board therefore

therefore recommends the alienation of the land free of charge for the occupancy right and free of ground rent but subject to the following conditions:-

(a) The land shall be used for the purposes of a school and for no other purpose.

(b) The Government may resume the land, wholly or in part, in the event of the infringement of the above condition.

(c) In the event of such resumption or in the event of the acquisition of the land by Government either wholley or in part, th compensation payable therefore shall not exceed the initial cost or the value at the time of resumption or acquisition whichever shall be les , of any buildings erected or other improvements effected on the land by the Mission.

2. The Board considers it unnecessary to impose any other conditions as it is not a case of a new alienation.

Memorandum,
for Secretary. 18/7

the Secretary to Government, Revenue Department,
with 2 alienation statements.

V.17-7-24.

MKS
18.7.24

(Copy.)

Statement I.

Application for the alienation of Land Revenue payable to Government.

Bellary District.

1. Description & Area.	S.No.499 of Bellary village in Bellary taluk (portion) measuring 7 acres 53 cents.
2.(a) Annual Assessment or Ground rent.	Rs.1317-12-0.
(b) Capitalised value (25 times ground rent.)	Rs.32943-12-0
3. Alienees & purpose of alienation.	The site is occupied by the London Mission. They have erected on it school buildings. It is used for the purpose of a charity school.
4. Collector's remarks.	Alienation recommended.

Statement. II.

Application for the alienation of land in which the proprietary right belongs to the State.

Bellary District.

1. Description and area.	S.No.499 of Bellary village in Bellary taluk (portion) measuring 7 acres 53 cents.
2. (a)Free hold. Value:-	Rs.36,445-3-2.
(b)Subject to ground rent or assessment.	Rs. 3501-7-2.
3. Alienees & purpose of alienation.	The site is occupied by the London Mission. They have erected on it school buildings. The school is a charity school.
4. Collector's remarks.	Alienation recommended.

M.V.17-7-24

18.7.24

hpw

Revenue

OMN 30h3E 24-1 D/28/24

Allocation - Land and Revenue - (Bellary)

Town - London Museum

Closing School

Boards rep 0260-24-1

16.7.24

Please keep an A/c for file.

Copied hpw 29.7.24

hg 28/7

~~Head Records~~

The Boards Rep is forwarded to Govt for ~~submission~~ & Govt are requested to ~~submit~~ a nine years ~~yearly~~ statement ~~of~~ Stores ~~Land~~ Copy of the lease ~~deed~~ ~~etc~~ ~~&c. to Director under~~ ~~which~~ the land had been leased ~~allocated to the museum~~

hg 28/7/24

DESPATCHED
30 JUL 1924

To Boards Rep (R Rec H)

hg 25.7.24

SK 26/7/24

Revenue Department.

M E M O R A N D U M

No. 3063 E/24-1 dated 28th July 1924.

Alienation -Land and Revenue - (Bellary) -Town -London Mission -Charity School.

--

Board's Reference 3260 -24-1 dated 16th July 1924.

The Board of Revenue is requested to forward to Government for reference a copy of the nine years lease relating to the land.

(By Order)

P.T.Srinivasa Acharyar,
Under Secretary.

To the Board ofRevenue (Land Revenue and Settlement)

Forwarded to the Board of Revenue (L.R. Sett.)

(By Order)

Superintendent.

V.R.V.

Revenue **DEPARTMENT.**

CURRENT No. 3383 E

Received 7-AUG1924 19 Registered 8-8 1924

ASST. SECRETARY TO GOVT. REVENUE DEPARTMENT

Subject.

ALIENATION - Land and Revenue - (Bellary) - Town - London Mission - Charity School.

ENCLOSURES.
No.
Spare copies

Reference. No. C.901/24-2,

Station Madras, *Dated the* 4th August, 1924. 19

From
W. Scott Brown, Esq., I.C.S.,
Secretary.
Land Revenue and
The Board of Revenue, ~~Revenue~~ Settlement, etc.
~~Separate Revenue~~,

M. E. Couchman Esq., I.C.S., Commissioner of Land Revenue.

~~Resolution~~
Reference.

d the following:-

Memorandum No.3063 E/24-1 dated 28th July 1924 from the Government Revenue Department.

Reference:

The copy of the lease deed is submitted.

for Secretary. 7/8/24

To the Secretary to Government, Revenue Department with a lease deed.

K.V.5-8-24.

This Indenture made the Nineteenth day of January in the Fifty Third Year of the reign of our Sovereign Lord George the Third, by the Grace of God of the United Kingdom of Great Britain and Ireland, Defender of the Faith and so forth, and in the year of our Lord One Thousand Eight Hundred and Thirteen; - Between the Honourable Sir George Hilair Barlow Baronet & K.B. Governor of Fort St. George, and President of the Council thereof, and the rest of the said Council, for and on behalf of the United Company of Merchants of England trading to the East Indies, on the one part and Mr. John Hands Missionary of Bellary, on the other Part:- Witnesseth; that the said President and Council, for and in consideration of the costs and charges, which the said John Hands Missionary, hath already been and shall be at, in building and finishing a Brick Messuage or Tenement, on the ground hereunder leased, and in making other improvements, and in consideration of the sum of Five Pagodas current money of Fort St. George to them paid by the said Mr. John Hands Missionary, for the use of -- the said Company, at or before the sealing Delivery of these Presents; and also for and in consideration of the further sums Yearly Rent, and Covenant herein arter reserved and contained, on the part and behalf of the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns; to be paid, done and performed, have demised, leased, let, and to farm letten, and by these Presents do demise, lease let, and to farm let unto the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, all that Piece or Parcel of ground, situated and lying at Bellary, Bounded on the North side by a Nulla and the road leading from the Fort to the New Pettah; on the South side by Chitwall Raja's Garden and the back road to the new Pettah; on the east side by New Pettah; and on the West side by the Annumunta Rao's garden, and of the form and dimensions expressed in the annexed drawing : -- Containing in the whole Five Cawnies Sixteen Grounds and Five hundred and Forty Square feet; to have and to hold the said Piece or Parcel of ground together with all benefits and

and advantages, arising or to arise, thereby unto the said Mr. John Hands Missionary, his Heirs, Executors, Administrators or Assigns. from the Day of the Date hereof until the full end and term of Ninety Nine Years, from thence and next ensuing and fully to be completed and Ended; Yielding and paying therefor -- Yearly and every Year unto the said President and Council of Fort St. George, for the time being, the rent of Pagodas Sixteen, Seventeen Fanams, Twenty two and half Cash on the nineteenth day of January in every year of the same be lawfully demanded, and yielding and paying therefor at the End and expiration of every Thirty years of the Term hereby leased unto the said President and Council of Fort St. George for the time being, for the use of the said Company - the full and just sum of Thirty Pagodas current money of Fort St. George, and the said Mr. John Hands Missionary doth for him and promise to, and with the said President and Council in the manner and form following: that is to say; that he the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns shall and will truly pay or cause to be paid -- unto the said President and Council of Fort St. George for the time being, the yearly rent, and sums hereby reserved, at the times and in the manner and form aforesaid, according to the Reservation thereof for and during the Term hereby demised and further that the said Mr. John Hands Missionary, his Heirs Executors, Administrators, or Assigns shall and will, at this and their own proper Costs or charges well and sufficiently finish the said messuage or Tenement and the same being finished, shall at his ~~or there~~ and their own proper costs or charges well and sufficientl upheld, support, sustain, Maintain and amend the same from time to time and at all times during the said term. And further that he the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, shall not nor will at any - time, during the Term hereby demised, assign or set over this Indenture of Lease, or grant a Lease of the premises hereby demised, or any part thereof, to any person or persons, whomsoever who shall not be under the license and protection of the said Company, nor shall at any time during the Term hereby demis

demised, do or wittingly cause or suffer any act or thing to be done, in or upon the said demised premises, or any part thereof, which may grow to the annoyance, grievance or damage of the said Company, their Tenants, or the Inhabitants or their Bounds; Provided always that if the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, and Assigns shall at any time or times, during the term of the demised, fail on the performance of all or any of the Covenants and agreements, which on the part and behalf of the said Mr. John Hands Missionary, his Heirs Executors, Administrators or Assigns are or ought to be done, and performed, that then it -- shall and may be lawful to and for the said president and Council for the time being., for and on behalf of the said Company, into and upon the said hereby demised Premises or any part thereof, in the name of the whole to reenter, and the same to have again, reposses and enjoy as if this lease had never been made, anything herein contained to the contrary thereof in any ways not withstanding and the said President and Council for and on behalf of the said Company - do hereby promise, covenant and agree to and with the said Mr. John Hands Missionary, his Heirs, Executors, Administrators or Assigns that the said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, paying the said yearly rent and sums reserved and performing the Covenants herein before contained which on his and their Part and behalf are or ought to be paid, performed and kept, shall and may from time to time and at all times hereafter for and during the Terms of this demise peaceably and quietly have, hold use, occupy, possess and enjoy the said piece or parcel of ground with the appertences, without the lawful let, suit, trouble, ejection, or disturbance of the said company, or any person or persons, whatsoever lawfully claiming or to claim, by, from, or under them. And the said President and Council for and on behalf of the said Company- do hereby further promise, Covenant and agree to, and with the said Mr. JohnHands Missionary his Hiers, Executors, Administrators, or Assigns, that he the said -

said Mr. John Hands Missionary, his Heirs, Executors, Administrators, or Assigns, fulfilling the Covenants or agreements herein before contained, and on his part to be performed and yielding and paying at the end and expiration of the aforesaid Term of Ninety Nine Years unto the said President and Cohncil of Fort St. George for the time being, for the use of the said Company, the full and just sum of one Hundred Pagodas current money of Fort St. George, then this lease shall and may be renewed for a further term of Ninety Nine years upon such terms and conditions as shall be judged reasonable In witness Whereof the said President and Council ha set their hands and caused the seal of the said company to be affixed, in Fort St. George - the Day and Year first above written.

Registered in the Secretary's Office (Signed.) G.H. Barlow

By order of the President in Council. T. Oakes

(Signed.) D. Hill.. Ja. W.I. Casamajor.

Secretary to Government.

(Signed.) N.A. Chaplain,

Collector.

(End:)

(Signed.) W.I. Polson.

N.B.- The Ground in question is to be free of the Quit Rent as long as it may be appropriated to the use of the Charity School.

(Sd.) D. Hill.
Secretary to Government.

Entered in the Honorable Company's Register.

(Sd.) J.N. Ellis.

Collector and Registrar of Grants.

(True Copy.)

(Sd. x x x

for Collector.

81

D/1 f 1

ER 12 25

ER 28/12/25

ER 26-12-25

E 28-12-25

E 25-1-25

ER 31-326

Om No 3063 E 24-1 Dt 8th Dec
Alienation - Land and Revenue
(Bellary) - Town - London
Mission Charity School
Boards reference CR No
3260-24-1 Dt 16th July 24

The Govt: Consider that
instead of alienating the
land and land revenue
as recommended by the
Board of Revenue, the lease
of the land may be renew
for a period of ~~days~~ 30 yea
with a stipulation that
it will terminate auto-
matically if the land is
not used for the purpose
of educational work or
~~connected~~ allied purposes. T
rental will be a nomina
one if no income is deriv
and may be fixed at Rs
10/- per acre

2 The Board of Rev is
requested to state whet
it has any objection to
the above proposal

for the sanction of the Govt:

if none, to submit definite proposals after ascertaining whether the Mission agrees to the renewal of the lease on the above lines.

MCS/11

RSL
8/11/11

To The Board of Rev (Roads)

10/11

C.F. 81

evenue - **DEPARTMENT.**

CURRENT No. Rev 12—11. A

Received ..... 192 *Registered* 30.3. 1926.

Subject.

L e a s e - Land - (Bellary) - Bellary Taluk and Town

London Mission Society.

ENCLOSURES.
No. .....
.....
Spare copies..... .....

Reference - No.B.58/26-1,

Station M a d r a s *Dated the* 23rd M a r c h 192 6.

From W. SCOTT BROWN, ESQUIRE, I.C.S.,

Secretary - Land Revenue. and

~~The~~ Board of Revenue ~~Revenue~~ Settlement, etc.

~~Separate Revenue~~.

M.R.Ry.,Diwan Bahadur T.Raghaviah Pantulu Garu, C.S.I.,
Commissioner of Land Revenue.

~~Reference~~

Reference.

The Board sees no objection to the course proposed in paragraph 2 of Government Memorandum No.3063 E/24-1, dated the 8th November 1924; and submits accordingly a draft lease deed as revised by the Government Solicitor, Madras, to be executed by the Mission. The Mission has agreed to the conditions of the deed. The lease is proposed to run from the date of execution, ignoring the intervening period from 1912 (the period of expiry of the lease) to the date of execution.

** ** ** W Scott Brown 26/3 **

Secretary.

To the Secretary to Government, Revenue Department, with copy of Lease Deed, Paragraph 1.
To the Collector of Bellary, paragraph 2 only.

N.N./26-3-1926.

Honourable the Secretary of Statefor India in Council (herein after called 'the lessor' which expression where the context so admits shall be taken to mean and include his successors in office and assigns) of the one part and the London Missionary Society Corporation, a Company incorporated for the express purpose of standing possessed of property belonging to the London Mission Society in India and elsewhere, whose Registered Office is in London (herein after called 'the lessee') of the other part.

Whereas the lessee has applied to the Government of Madras for a lease of the piece or parcel of land described in the Schedule hereto annexed for the purpose of a school or schools.

And whereas the Government of Madras acting for and on behalf of the lessor have agreed to grant to the lessee and the lessee has agreed to accept a lease of the premises herein after demised upon the terms and conditions herein after contained.

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the rent covenants and agreements on the part of the lessee herein after contained the lessor doth hereby demise unto the lessee all that piece or parcel of land situate in the registration sub district of Bellary in the registration district of Bellary in the Presidency of Madras and more particularly described in the schedule hereunder written and delineated in the plan thereof hereto annexed excepting and reserving unto the lessor free liberty for all officers of Government and persons deputed by them of passing and repassing over the demised promises and every part thereof in the discharge of their duties whether for any purpose incidental to the administration of Government or for the purpose of inspecting the state and condition of the demised premises or for any other lawful purpose at all reasonable times of the day during the term hereby granted. To have and to hold the said premises for the term of 30 years from the first day of December in the year One thousand nine hundred and twenty five yielding and paying therefor during the said term into the Government Treasury at Bellary a yearly rent

of rupees seventy five. Such yearly rent to be paid in one sum on or before the 15th day of January of each year. The said rent to be paid clear of all deductions and subject to the lessee's covenants and other conditions and payments herein after appearing.

And the lessee hereby covenants with the lessor as follows:--

(1) To pay annually a rent of Rupees Seventy Five for the whole area included in this demise on or before the 15th day of January of each year and to pay interest at 6 per cent per annum from their respective due dates on all sums payable under these presents which shall not have been paid at such due dates.

(2) To pay all rents, taxes, cesses, charges and out goings - whatsoever for the time being payable either by the landlord or the tenant in respect of the demised premises or any buildings for the time being standing thereon or on any part thereof.

(3) To use the premises hereby demised for the purpose of a school or schools and to relinquish and hand over to the Collector of the Bellary District on behalf of the lessor the demised premises if the lessee ceases to use the said premises for the purpose of a school or schools, it being hereby agreed that the Government of Madras shall be the sole judge of what constitutes the purpose of a school or schools.

(4) Not to assign under let or part with the possession of the demised premises or any part thereof without the previous consent in writing of the Secretary to the Government of Madras in the Revenue Department.

(5) Not to erect any permanent buildings on the land without the previous written permission of the Secretary to the Government of - Madras in the Revenue Department.

(6) To relinquish and hand over to the Collector of Bellary - District on behalf of the lessor the demised premises or any part - thereof if the Government of Madras require them for any public purpose on payment by Government of compensation for any buildings erected on the demised premises or any portion thereof by the lessee such compensation not to exceed the initial cost of the said buildings or the value thereof, at the time of resumption or relinquishment, whichever shall be less.

Provided always that no compensation shall be payable for any buildings erected on the demised premises subsequent to the - date of this demise without the written permission of the - Secretary to the Government of Madras in the Revenue Department contrary to clause (5) of the lessee's covenants.

(7) Not to work gold or other minerals or coal or other materials in the demised premises the right to such gold, other minerals, coal and other materials being reserved to the lessor.

(8) Not to cut or injure any timber or tree on the demised premises the right to such timber and trees being reserved to the lessor; provided that the lessee may obtain permission of the Collector of Bellary District to purchase and cut the same if this be necessary in the enjoyment of his lease on payment of such value as the said Collector may determine.

(9) To deliver up to the said Collector of the Bellary - District for and on behalf of the lessor at the expiration of the said term or sooner determination of the said term the - demised premises in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

Provided always and these presents are upon the express condition that if and whenever there shall be a breach of any of the covenants by the lessee herein contained it shall be - lawful for the lessor at any time thereafter to re-enter upon any part of the demised premises in the name of the whole and thereupon this demise shall absolutely terminate and the lessee shall not in such event be entitled to any compensation whatever

The lessor covenants with the lessee as follows:--

(I) To permit the lessee on his paying the rent hereby - reserved and observing and performing the several covenants and stipulations on his part herein contained peaceably and quietly to hold and enjoy the demised premises during the time hereby created without interruption by thelessor or any person rightfully claiming under or in trust for him.

(II) To permit the lessee at any time to terminate the lease

and to relinquish the demised premises after giving six months notice in writing to the Collector of Bellary District of his intention to do so.

(III) In the event of the lessee giving up the demised premises or the term hereby created being terminated through failure on the part of the lessee to abide by its terms, to allow the lessee to remove from the demised premises within six months after the termination of the demise any buildings which may have been erected on the said premises but not to give any compensation whatsoever for anything the lessee may leave behind after the expiry of the said period of six months.

(IV) To permit the lessee to effect such improvements to the demised premises as are not contrary to the terms, stipulations and covenants herein contained.

(V) In the event of the demised premises or any part thereof being required permanently by Government for any public purpose and being relinquished and handed over to the Collector of the Bellary District in accordance with clause (6) of the lessee's covenants to pay compensation as provided in the said clause for all buildings on the said premises or part thereof except such buildings as may have been erected subsequent to the date of this demise without the written permission of the Secretary to the Government of Madras in the Revenue Department contrary to the stipulation contained in clause (5) of the lessee's covenants.

Provided always and it is hereby agreed and declared that if any dispute, question, differences or controversy shall arise between the said parties to these presents touching any clause matter or thing herein contained or the construction hereof or anything to be done under the covenants or agreements herein contained or any matter in any way connected with these presents or the operation hereof or the rights, duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred to His Excellency the Governor in Council whose decision thereon shall be final and conclusive between the parties hereto.

In witness whereof the Collector of the Bellary District by order and direction of His Excellency the Governor of Fort Saint George in Council acting for and on behalf of the lessor has hereunto set his hand and seal and the common seal of the lessee was hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

Description of land.

Registration District - Bellary.
Registration Sub District - Bellary.
Village or Town - Bellary.

BOUNDARIES.

X please see the statement below

A portion of S.No.499 - measuring 7 acres 53 cents.

- - -

Statement showing the boundaries of the plot in the Wardlaw College Compound to be leased out to the London Mission Society, Bellary.

X-Directoins.	Boundaries.
North.	(1) London Mission well. (2) Open space between the well and school room (isolated building) used as IV Form, (3) Open space behind the wardlaw High School (main building). (4)Telugu Girls' School (5) Pasters study room and house. (6) House occupied by Mr.Thomas Paul. (7) Open space behind Gowramma's house (8) Open space behind Mr.Bank Krishnama Chetty's house.
East.	(1) Sabapathi Mudaliar's yard occupied by Gowli Rudrappa. (2) Sabapathy Mudaliar's House occupied by Hanumantha Rao. (3)Open space of Sabapathy Mudaliar, (4) V.Krishnamachetty's house, (5)Badanahatti Sreenivasa Rao's House, (6) Open space of Kallu Rao, (7) A.Bhimachar's house, (8) Hotel of Narasimhachary (9) Kasipathy Chetty's house, (10) Karodi Govinda Rao's house, (11) P.Krishnamurthychar and Venkobachar's house.
South.	(1)Latrine of P.Krishnamurthychar and Venkobachar (2)Shed of P. Krishnamurthychar and Venkobachar (3) Open space of P.Krishnamurthy-char and Venkobachar (4) House of P.Krishnamurthy Char and Venkobachar (5)Mattam of Uravakonda Karibasavaswamy Nolal (6) Vani Vilas Theatre, (7) Open space in front of Mission Houses occupied by Nagiah and Pompa (8) Church.

West.- Open space of the London Mission (2) Back wall of the Head Master's house (3) Back wall of Manual Training Shed and class room (4) South West corner of the London Mission well.

- - - -

19

Memo 3063 E A 24 - (1) Q
22.4.26

Lease - Land - Bellary -
Bellary town - London Mission Soc
Board of Rev LR18: No. B.58/26-1
23-3-26.

Ld 22/4.

Dft

PRCF

R.D. 1-6-26.

The Board of Rev is requ
to submit at once a plan a
the land showing its posit
~~of the property~~ with reference t
~~the Revenue Survey Demarcat~~
the surroundings. The
plan should be prepared accordi
to survey record

29/4

of Rev LR18:

DF.
22 APR 1926

12/4/26

19/4/26

C.F. 81

Revenue **DEPARTMENT.**

CURRENT No. 2050-A

Received ..... 192 *Registered* 7 6 . 192 6

ASST. SECRETARY TO GOVT. 5-JUN-1926 REVENUE DEPARTMENT

Subject.

Lease- Land (Bellary)- Bellary Town- London Mission Society- Plan furnished.

ENCLOSURES.
No.
Spare copies

Refce. No. B 58/26-5

Station Madras *Dated the* 2nd June 1926 192

From W.Scott Brown Esq.,I.C.S.,
Secretary,
Land Revenue and
The Board of Revenue Revenue Settlement,etc.
~~Separate Revenue~~

~~Resolution~~
Reference.

P.L.Moore Esq., C.I.E.,I.C.S.,
Commr.of Land Revenue.

Read the following paper:-

Memorandum from Government,Revenue Department, No.3063 E.A. 24-4 dated the 22nd April 1926.

Reference.-

The plan called for by Government in the memorandum read above is submitted.

for Secretary

To the Secretary to Government,Revenue Deptt. witha plan.

ab p.ent of 80 no.
21813 22 12 26
(H)

(7)

O.M. 30633 | E.A. Revenue Department 24-7 dt 19-10-26

Alienation & exchange — Land - (Bellary - Bellary town — London Mission Buildings — Board's Reference No B 615/26.5 dt 9.9.26

P 16-22 cf in the enclosed file

The Collector in his report, D.D. 4693/25 dt 23.7.26 has commenced the market value of the land at Rs 2 per sq yard, not according to the alienation statement sent by the Board with its Reference C No 3260-24-1 dt 16.7.2 the freehold value per sq. yard is only Re 1. The Board is requested to reconcile the discrepancy and to report (a) the correct rate of freehold value with an explanation of the basis for adopting it with reference to the sales in the neighbourhood (b) the assessment quit rent etc levied on the lands whose sales are taken as the basis (c) the real market value subject to the ground rent ~~being levied in that locality~~ (d) the rates of ground-rent charged on the lands in the neighbourhood

P 18-22 cf in DD

P 1-3 cf

P 18-22 cf in the enclosed file

2. The Collector's letter dt 23.7.26

and the sketches forwarded with it show that some of the buildings on the old lease site stand partly on mission & partly on the old lease land. The Board is requested to obtain and send a ~~neat~~ sketch drawn to scale ~~giving~~ showing the area and dimensions of the buildings on the mission land & the old lease land respectively so that there may be no dispute about it in future.

3. The Collector in his report has also stated that the Board has recently sanctioned the renewal of the lease. The Board is requested to report whether the statement is correct.

4 The ~~land~~ site in question was leased to the mission, & the lease expired 14 years ago. The mission has therefore now no title to occupy the land and no legal claim whatever to claim any compensation for vacating it. ~~As a matter of grace, however, the Govt will be prepared to consider the question~~

If the Mission, however, is ~~not~~ willing to give up ~~to waive~~ unconditionally all its claims to the site or compensation for surrendering it, the Govt will be prepared to consider favourably ~~and~~ as a matter of grace the question of paying ~~compensation~~ the value of the buildings existing thereon in case the Mission does not ~~accept~~ require the Govt's offer of alienating the land with the buildings thereon ~~temporarily~~ to the Mission in case the Mission wants to continue in occupation of the site pending decision on the ~~proposals~~ Scheme proposed by it for exchange of sites and buildings. If the Mission is not willing to accept these terms it will have to vacate the site. The Board is requested to ascertain and report whether the Mission is willing to surrender the site or to have it alienated to it under S O No 24 on these terms.

AG 16/10

EP
14/10/46

24-21

Rev 4 f 3 A

REV. E. H. LEWIS.
LONDON MISSION.
BELLARY.

14/12

14 DEC 1926
REVENUE DEPARTMENT

I3th Dec. I926

192

To the Secretary to Government

Revenue Department

Madras

Sir,

I have the honour to ask if you can grant me the favour of a brief interview soon. Friday Dec. I7th, or Wednesday the ~~XX~~ 22nd or Thursday the 23rd, or any day between Jan. 7th and I2th would suit me; but I shall try to come at any time convenient to you if these days do not suit you. The subject about which I wish to speak to you is

"Alienation and exchange - Land (Bellary) Bellary Town - London Mission Buildings "

I have the honour to be.

Sir,

Your obedient servant

E. H. Lewis.

To US

Submitted for perusal & orders

SP 11/12/26 Supt. must note on the points raised by the Secretary before the date fixed for the interview, if granted. MRR 16/12/26

Note. I have not to note on the points raised by the Secretary, as the file is sent up with Board's Proceedings dated 1st ... - next piece of file which is with the ...

SP 14/12

This document belongs to file 3063 E-A/24 (Subject dismissed 23 cf.) and the file is returned herewith. H

Sectt. II-3—5,703—6-12-24.

	Initials.	Date.
Received in Fair copying Section.		
Copied ..		
Examined ..		
Signed ..		
Despatched ..		

O.M. 3063 E A/26-10-D/ 31.12.26.

Alienation and exchange - Land Bellary - Bellary town - London Mission Buildings - Collector's letter D. Dis. C No 4693/25 of 23.7.26 -

In para 3 of the Coll's letter mentioned above the ~~Govt~~ Coll'r states that the renewal of the lease for 30 years has been sanctioned by the Board (of Revenue) while the Board reports that it has not yet sanctioned the renewal of the ~~lease through it has communicated Govt sanction further Govt Solicitor's instructions to the Coll'r dt 12.5.26 for the proper execution of the deed~~

The Coll'r is requested to report definitely whether the renewal lease deed has ~~already~~ been executed. ~~by him~~

As it is proposed to give Mr Lewis of the London mission (an interview) on the 8th January, the Coll'r is requested to send a reply so as to reach Govt not later than the 6th January.

CRP
31.12.26.

31.12.26

Issue today
CRP

p 18 of fy. 2181 (H)
22-12-26

p 23 ms:

To the Coll'r of Bellary

RECEIVED
31 DEC 1926

A

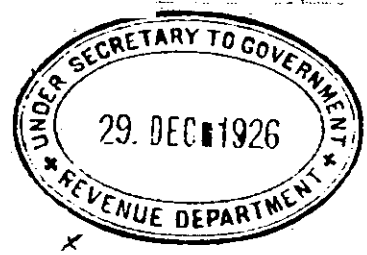
submit to V.S. for perusal after file at once Rev 11A

3/1/27

REV. E. H. LEWIS.

LONDON MISSION.
BELLARY.

28 Dec. 1926 192



D.D.Warren Esq. I.C.S.

Dear Sir,

I thank you for your letter D.O.No.3063 E.A./24-8 dated 22-12-26, fixing the 8th of January 1927 at noon for my interview with the Secretary to Government, Revenue Department.

I shall be at the Secretariat on that day and at that time (D.V.).

I am

Yours faithfully,

E. H. Lewis.

Rev. Dept.

To V.S.

Submitted for perusal. The main file was submitted to V.S. on 1-1-27.

3.1.27

3.1.27.

3/1/27

Telegram to:
XD 2/4/27

By following mail

Tel & P.L
DESPATCHED
4 JAN 1927

State J Ordinary

Collector

Bellary.

Please wire whether you have renewed lease Bellary London Mission School site

Madras Revenue

EP
4/1/27 MMW 4.1.27

TM No 3063 E A/24 dt 4-1-27.

From

The under Secretary to the Govt

Revenue Dept

To

The Secretary

Board of Revenue (R&S)

Sir,

Alienation - land - Bellary - Bellary Town - London Mission Buildings - Grant. Memo No 3063 E A/24-7 dt 19.10.26 of Board's TM ~~dt~~ dt 23-12-26

Please send at once. copies of the Govt Solicitor's letter dt 2.5.2[illegible] giving instructions for the proper execution of the ~~deed~~ lease deed +

Urgent attn
4 pm
Despatched 4.30 P.M.
4/1/27

P 23 2 c 4

P 23 N F.

A copy the Board's Reference dated 12.5.26 to the Collector for noting the instructions

EP
4/1/27

MMV
4.1.27

C.F. 32.

In reply, please quote number, date and short title.

DEPARTMENT.

Received 4 - JAN 1927 Registered Re 39A 4.1.27

From (Name) C.D'A. Crofton Esquire I.C.S.,

(Designation) Collector of

Post Box ....., (Station) Bellary.

Telegraphic Address....

Memo

A

To The Secretary to Government,

Revenue Department,

Madras.

Ref. S.C. *No.* 5839/26-B-4 *dated* 3rd January 1927

Sir,

ENCLOSURES.....

.....

.....

SPARE COPIES.....

Alienation and Exchange - Land - Bellary - Bellary town - London Mission - Buildings.

p.29 ante Ref:- Govt. Memo No.3063 E.A.4/26-1 dated 31-12-26.

---

nc

In Board's Ref. No. B.1195-25-1 dated 23-4-25 it was ordered that the lease in respect of 7-53 acres of land covered by the Wardlaw Mission compound for 30 years on a ~~nominal~~ nominal rent of Rs.10/- per acre should be got on with. A draft lease deed prepared by the Government pleader in consultation with Rev. E.H. Lewis was accordingly submitted to the Board with this office Ref. No.4206/25-B-4. dated 26-11-25. The Board made some alterations in the draft lease deed and called for the statement of consent of the mission thereto. This was obtained and sent to the Board with this office Ref. C.4206/25-B-4. dated 31-12-25.

2. The Government Solicitor to whom the draft lease deed was referred by the Board returned it with his letter No.954 dated 2-5-26 with the opinion that the document should be executed by some one who has been appointed by power of attorney to execute documents for the society. The Solicitor's fee of Rs.50/- was recovered from the Mission and remitted to the Solicitor as instructed in Board's Ref. No.B 581/264 dated 12-5-26. Pending further orders from the Board, no steps have been taken to get the lease deed executed by Rev. George Wilkins of Bangalore who is the lawfully

appointed attorney to act on behalf of the mission in India. It will thus appear that all the preliminaries are complete but the lease deed has not yet been -- actually executed.

K.K.R.3-1-27.

For ~~Collector~~.

C. Class. / Prefix } Code

POSTS TELEGRAPHS No.

Rec 64A
57/126
711

SECRETARIES GOVERNMENT REVENUE DEPARTMENTS 5 JAN 1927

Recd. from

By

Sent at H. M. Office Stamp.

To

By

Handed in at (Office of Origin.)	Date.	Hour.	Minute.	Service Instructions.	Words
	5	12	—	Sle	

TO

Recd. here at H. M.

Telegram Kandy

Collector

N. B.—The name of the Sender, if telegraphed, should be written after, but separated from the text.

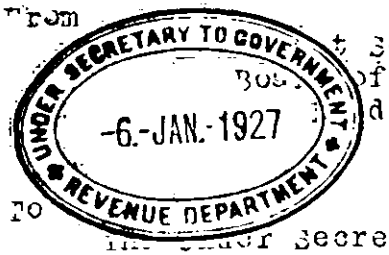
37

Post copy of telephonic message.

a d r a s, 5th January 1927.

From

The Secretary,
Board of Revenue,
Land Revenue and Settlement,
C h e p a u k.



To

The Under Secretary to Government,
Revenue Department.

Ref:- Your telephonic message dated 4th January 192 at pp 33-34 ante

F u r n i s h e d.

5.1.27.
Assistant Secretary.

Encl.

Copies of the Government Solicitor's letter dated 2-5-1926 and Board's Rel. dated 12-5-1926.

Copy of letter from the Government Solicitor, Madras, No.954 dated 2nd May 1926.

Lease - Bellary Town - Wardlaw - High School Compound.

I have received a copy of the Memo & Articles of Association of the London Missionary Society from the Collector of Bellary. Under the same documents should be executed by the affixing of the common seal by the Treasurer and the documents should be signed by the Treasurer and countersigned by the Secretary or some other person appointed by the Treasurer.

2. I take it that there is some one in this country who has been appointed by power of attorney to execute documents for the Society and this should be ascertained and the power produced.

3. My fee is Rs.50/- which please arrange to send me.

Copy of Board's Reference No.3.58/26-4 dated 12th May 1926.

Read the following:-

Letter from the Government Solicitor, Madras, No.954, dated 2nd May 1926.

Reference.-

Lease (Bellary) Bellary Taluk and Town - Wardlaw High School Compound.

A copy of the letter from the Government Solicitor, Madras is forwarded to the Collector of Bellary, who is requested to note the instructions contained in para. 2.

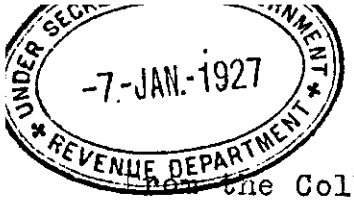
2. He is also requested to recover the fee of Rs.50/- from the Mission, and to remit it to the Government Solicitor.

3. He should expedite the submission of the plan called for in Board's Reference 3.58-26-3 dated 27th April 1926.

(Sd). W.Scott Brown
Secretary.

To the Collector of Bellary with copy of the Government Solicitor's letter.

NW 51.



Post copy of telegram.

From the Collector of Bellary to the Secretary to Government of Madras, Revenue Department.

Your telegram London Mission School site lease not renewed.

Sd. B. Basappa.
For Collector

Bellary Collector's office,
Dated 5th January 1927.

Post copy of telegram communicated to the Secretary to ---- Government, Revenue Department, Madras.

For Collector.

5/1/27.

C. E.5/1/27.

Revenue Deptt

U-E

Dft letter
7-1-27

Memo. No. 3063 EA/24-11 d. 7-11-26.

Alienation and exchange - Land (Bellary) - Bellary Town - London Mission buildings - Correspondence with the letter from the Collr. Bellary

p 25 to 7

Ref. S.C. No. 5839-26-B-4 d. 3.1.27

The Collr. of Bellary is informed that nothing should be done on ~~stated~~ said which would indicate that the Govt. are willing to renew the lease.

MMR
7.1.27

i Collr. Bellary.
Copy to the Board LRS.

D.R.D
6.1.27

DESPATCHED
7 JAN 1927

Jale
7/1-27

P.C.
XD
7/41

6.1

Revenue Deptt.

Very Urgent

Tel. & Message

From

The Under Secy. to Govt. Rev. Deptt.

To

The Secy. Board of Rev. L.R. &c.

Disp. D. R. above
1.30 p.m.
5.1

Disp. P.C. today
6-1-27

Received 1.55 P.M.
6/1/27.

P.C.

DELIVERED
6 JAN 1927

Alienation - Land - Bellary - Bellary Town - London mission buildings -

Any telephonic message of the 4th inst. Please arrange to send today copies of the Govt. Solicitors letter d. 2.5.26 and the Board's Reference d. 12.5.26 asked for in the telephonic message

6.1.27

D. R. D.
5.1.27

a/pp 33-34 C 7

REVENUE DEPARTMENT.

C.F. 91

A.

CURRENT No. 80 A

Received ..... 192 . *Registered* 6.1.27 192

UNDER SECRETARY TO GOVERNMENT * REVENUE DEPARTMENT * -6-JAN-1927

Subject.

Acquisition - Land and Buildings - (Bellary) - Bellary taluk and town - London Mission Buildings - Mission's scheme for the development of the High School - Orders passed.

ENCLOSURES

No.

Spare copies

Refce B. No. 615/26-7.

Station Madras, *Dated the* 4th January 1927.

From W.Scott Brown, Esq., I.C.S.,

Secretary, Land Revenue. and

The Board of Revenue, ~~Revenue Settlement, etc.~~

~~Separate Revenue.~~

To H.A.B.Vernon, Esq., I.C.S.,

Commissioner of Land Revenue.

~~Resolution~~

Reference.

Read the following paper:--

Letter from C.D'A. Crofton Esq., I.C.S., Collector of Bellary, Ref.C.No.5839/26 B-4. dated the 16th December 1926.

Reference.

2. The Board requests that the sketches submitted to Government with Board's Reference No.B.615/26-5, dated the 9th September 1926 may be sent for reference by the Collector and return.

N Koilpillai
5.1.27.
for Secretary.

To the Collector of Bellary (Para.1)
✓,, Secretary to Government, Revenue Department, (Para. 2). ✓
R./5-1:

12/1

Op + ref 12/1/27.

Revenue Dept

O.M. N° 3063 E A /24 Dt 12.1.27.

Alienation and ~~Lea~~ Exchange — Land (Bellary) — Bellary Town — London Mission Buildings — Board's Refce N° B 615/26-5 Dt 9.9.26 & Govt Memo N° 3063 E A 24-7 Dt 19.10.26

The Govt understand that the Mission had sent a letter to the Collector about a month ago say that they desired to have the site alienated to them. The Board of Revenue is therefore requested to ~~expedite the submission of its report on the~~ send an early reply to the Govt Memo. Dt 19.10.26

10.1.27

11.1.27

DES'L
RK 12 JAN 1927

To the Board of Revenue (L R +3)

EP 10/1/27

Memo 80 A 27.

A Education - Land and
Buildings (Bellary) - Bellary
Taluk and town - London Missi
buildings — Sketch.
Boards Rep. B. 615/26-7 of
24th January 1927.

R 2137
R 3187

CF

The Sketches received
with the Boards Rep. No. B.
615/26-81. dated 9th Sept. 26
are sent herewith to the
Collector of Bellary for his
reference and return.

MW
21.1.27

The Coll. of Bellary
with 3 Sketches.

Copy to Board of Revenue

RF
24 JAN 1927

Note

Ep. 2181 Memo of 22.12.26
has been sent to Lawfull in
his 98 A 27 of 29(2)

Note

The Sketches referred to by the Board
are at pp 24-25-26 of Ep. 2181 M
of 22.12.26. The three Sketches
may be sent to the Coll. for refer
& return

1/2
20/27

51

C.F. 31

Revenue - DEPARTMENT.

CURRENT No. 300A

Received 21 JAN 1927 192 Registered 21.1.27 192

Subject.

Lease - Land - (Bellary) - Bellary taluk and town -

London Mission Buildings.

Rev. Dept.

To V.S.

-- The sketches are being despatched separately. This may await the receipt of Board's report.

24.1.27. 25/1.27

24/1/27

ENCLOSURES
No.
Spare copies

Reference-B-No.58/26.6,

Station Madras, *Dated the* 20th January 1927.

From W. SCOTT BROWN, ESQUIRE, I.C.S.,

Secretary - Land Revenue. and

~~The~~ Board of Revenue, ~~Revenue~~ Settlement, etc.

~~Separate Revenue.~~

H.A.B.Vernon Esquire. I.C.S., Commissioner of Land Revenue.

~~Resolution~~

Reference.

Read the following paper:--

Memorandum from Government, Revenue Department,

3063-E.A./24 dated the 12th January 1927.

REFERENCE.

The Board requests that the sketches called for in paragraph 2 of its Reference No.B-615/26-7, dated the 4th January 1927 may be returned early as the Collector requires them to answer Government Memorandum dated 19th October 192.

N Koilpillai
20.1.27.
for Secretary.

To the Secretary to Government, Revenue Department.
Copy to the Collector of Bellary.

J.N./20-1-1927.

20/1

Rev. Deptt.

1/28 V

Dft. Reply 28/6/27

Encl 28/6/27

3. M. No. 3063 E.A/24.B. 28-6-27

Alienation & Exchange.

Land - (Bellary) - Bellary Town - London Mission Buildings -

The Board of Rev is requested to expedite its reply to G.M. No. 3063 E.A/24 dt. 12.1.27

2. The reminder dt. 13.6.27 sent to the Bd. on which was returnable on 25.6.27 has not yet been received.

27.6.27

Encl 27/6/27

Can 28/6/27

49 Cf.

in Mofussil 28/6

DESPATCHED 28/6

The Board of Rev.

Law Rev & Sett.

Revenue **DEPARTMENT.**

ASST. SECRETARIAT (G.O.) REVENUE DEPARTMENT 6 JUL 1927

CURRENT No. 2075 A

Received ..... 192 . *Registered* 6.7. 1927.

A S
4
6/7/27

Subject.

Alienation

Land - (Bellary) - Bellary Taluk and Town - London Mission buildings.

ENCLOSURES
No.
Spare copies

Reference B No. 58/26-8

Station Madras, *Dated the* 2nd July 1927.

From

W.Scott Brown Esq., I.C.S.,
Secretary Land Revenue. and
The Board of Revenue, Revenue Settlement, etc.
Separate Revenue.

H.G.Stokes Esq., C.I.E., I.C.S.,
Commissioner of Land Revenue.

~~Description~~
Reference.

Read the following:-

Memorandum from Government, Revenue Department No.3063 E.A./24 dated 28th June 1927.

REFERENCE

The attention of the Collector of Bellary is invited to Board's reference B.No. 58/26-7 dated 15th March 1927 and subsequent reminders dated 29th April 1927 and 13th June 1927, and he is requested to expedite his report as Government ask for a very early reply.

N Kondapalli
6-7-27.
for Secretary.

To the Collector of Bellary.
Copy to the Secretary to Government, Revenue Department.

M.R.V./4-7-27.

DEPARTMENT.

CURRENT No. 2968 A

Received ..... 192 *Registered* 22.9.27 192

A2
EP
9/11

Subject.

ALIENATION AND EXCHANGE - Land - (Bellary) - Bellary town - London Mission buildings.

ENCLOSURES
No.
Spare copies

REFERENCE No. B.58/26-10.

Station Madras. , *Dated the* 16th September 1927

From
B.G. Holdsworth Esq., I.C.S.,
Secretary,
Land Revenue &
The Board of Revenue, Revenue Settlement, etc
Separate Revenue.

H.A.B. Vernon Esq., I.C.S.,
Commissioner of Land Revenue.

Resolution
Reference.

Read the following:-

Memorandum from Government, Revenue Department, No. 3063-E.A/24-7, dated 19th October 1926.

II

Letter from C.D'A. Crofton Esq., I.C.S., Collector of Bellary, No. Ref. C. 5839/26-B4, dated 7th March 1927.

III

Letter from C.D'A. Crofton Esq., I.C.S., Collector of Bellary, No. Ref. 1673/27-B-4, dated 13th July 1927.

IV

Letter from C.D'A. Crofton Esq., I.C.S., Collector of Bellary, No. Ref. B-4-4848/27, dated 5th September 1927.

REFERENCE.

The Collector reports that the free hold value of the land at Re.1/- per sq. yard was one arbitrary figure and that the market value subsequently fixed at Rs.2-0-0 per sq. yard was another ~~xk~~ arbitrary figure based on the assumption that the site being in the heart of the town and close to the publi offices was specially valuable. Sites in this locality have since lost their special value as the Co-operative department with a view to relieving the cogestion in the town is encouragir the construction of houses outside the town by granting advance to intending house builders. The Collector thinks that a rate of 0-12-0 per sq. yard is reasonable and may be adopted as the freehold value and bases his recommendation on a sale deed for a plot of similar land measuring 8 cents in the vicinity which fetched Rs.300/- in 1918. On a further examination of the abov sale, it has been ascertained that at the time of sale the land was subject to ground rent at Rs.100/- an acre and that the ~~full~~ free hold value is Rs.6,250 per acre or Rs.1-4-8 per sq. yard which is much higher than the Collector's figure viz. 0-12-0. The rate of ground rent charged on the above land an on certain other lands in the neighbourhood was later fixed at Rs.125/- an acre during the resettlement of the taluk. The market value or rather the value of occupancy right of 7.53 acres in question subject to a ground rent of Rs.125/- an acre works to Rs.23,531-4-0. If a flat rate of Rs.6-4-0 is taken as the ground rent to be levied with reference to G.O. No. 436 Revenue dated 8th March 1927 the value of occupancy right amounts to Rs.45,885-15-0.

2. Paragraph 2 of the Government Memorandum. A revised sketch drawn to scale is submitted herewith.

3. Paragraph 3. The lease has not been renewed.

4. Paragraph 4. The mission is willing to surrender the land unconditionally and accept the alienation proposals. A copy of the letter addressed to the Collector by the Secretary to the Mission is enclosed.

Copy of letter from J.K. Lewis, London Mission, Bellary, dated 9th December 1926:-

---

I have the honour to acknowledge the receipt of your letter Ref. G.No. 5835/26 dated the 15th November 1926, forwarding an extract of paragraph 4 of the Government Memorandum, Revenue Department, No. 3063-R./24-7, dated 19-10-1926 and asking me to ascertain and let you know at an early date the wishes of the Mission on the points raised in the said Memorandum.

1. The Mission is aware that it has no legal claim to occupy the 7 acres 53 cents of land in Brucepettah compound or to compensation in case it moves the schools elsewhere.

It is willing to give up its claims unconditionally, as Government requires and to accept thankfully the Government's proposal to alienate "as a matter of grace" the land with the buildings thereon, relying on the Government's promise to consider the matter favourably.

The Mission respectfully prays that the Government will be pleased to grant the deed of alineation at an early date.

2. The Mission respectfully begs to remind the Government that in March 1924 the Directors of the Society in London agreed to accept the same offer when made by the Government on the 5th of October 1923.

Also that in a letter - Government Revenue Department No. 3063-R/24-1, dated 8th November 1924 - Government proposed instead of alienating the land to renew the lease for a period of thirty years, this offer also was accepted by the Mission Board in London.

A lease deed has been drawn up by Government lawyers. The Articles of Association of the London Missionary Society and the Power of Attorney granted by them to their agents in India have been called for and examined by the Government Solicitor in Madras and a fee of Rs.50/- has been paid

therefor. For months we have been expecting to have the deed put into our hands.

598
26.

CRP
21/11/27

DESPATCHED
Initi
Date 22-11-27

Revenue Department.

Letter No.3063 E.A/24, dated 21-11-27

To

The Secretary to the Govt. of India,
(Dept. of Edn.,Health & Lands) ~~Lands~~

Sir,

Alienation - Land and revenue - (Bellary) - Bellary town and village - London Mission School.

I am directed to address the Government of India on the subject of the alienation in favour of the London Mission, Bellary of 7.53 acres of land in S.No.499 of Bellary village, Bellary taluk, Bellary district, with the buildings on it for use as the site of a school and of the land revenue thereon.

2. The land in question was originally held by the Mission on a 99 years' lease. The lease expired in 1912. According to the terms of the lease the Mission was not entitled to any compensation for vacating the land or for the buildings on it on the

P.C.F.

P.C.F

Gr. 2181
22-12-26

expiry of the lease. The Mission has now expressed its willingness to surrender the land with the buildings on it unconditionally and has applied for the alienation of the land and the buildings. The Government propose to alienate the land with the buildings on it in favour of the Mission free charge for the occupancy right and free of ground rent but subject to the following conditions:-

pp 59-60 C.F

(1) The land shall be used for the purpose of a School and for no other purpose.

clause 3 at p 14 C.F

(2) No building shall be erected on the land without the previous sanction of the Collector of the district.

clause 5 at p 14 C.F (modify

(3) The Government may resume the land wholly or in part with the buildings thereon in the event of the enfringement of any of the conditions of the grant or if in the opinion of the Government the land is required for a public purpose or for conducting mining

clause (b) and proviso

operations or if the recognition of the School is withdrawn.

(4) In the event of such resumption, the Government may at their option either

(a) purchase the buildings now existing and hereafter constructed on the land in accordance with condition (2) or

(b) allow the grantee to purchase the land at its value on the date of sale.

(5) In the event of the resumption of the land followed by the purchase of the buildings under clause 4(a) or in the event of the acquisition of land for any reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of the resumption or the acquisition whichever shall be less of the buildings now existing and hereafter constructed on the land in accordance with condition (2) or other

clause (b) to provide to clause 9 at p 14 - 15 of modified

improvements effected on the land by the grantee. But no compensation shall be payable in respect of any buildings constructed in contravention of condition (2) of the grant.

(6) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at its cost.

3. As the freehold value of the land has been estimated at Rs.48,062-8-0, I am directed to request that under para.9 of the Resolution of the Govt. of India (late Department of Agriculture, Revenue and Commerce) No.1-141 dated 6-2-1872 as amended by the Resolution No.1-127-4 dated 28-2-1912, the sanction of the Government of India may be accorded to the proposed alienation.

I have etc.

Rev 3879A

No. 5-94-L.

ASST. SECRETARY TO GOVT. REVENUE DEPARTMENT 10 DEC 1927

Government of India

Department of Education, Health and Lands.

New Delhi, the 5th December 1927.

A. B. Reid, Esq., I.C.S.,

Addl. Deputy Secretary to the Government of India,

To

The Secretary to the Government of Madras,

Revenue Department.

Allotment of [illegible] for the construction of [illegible] Colony [illegible] for the Settlement Village, in the [illegible] District for the construction of a school.

Sir,

I am directed to convey the sanction of the Governor General in Council to the proposal contained in your letter No. [illegible] of 5.m./24, dated the 21st November 1927.

I have the honour to be,

Sir,

Your most obedient servant,

Addl. Deputy Secretary.

65

Revenue

C 3063 E 24 A Alienation — Land and Revenue (Bellary) — Town London Missions Charity School

78 Rev 2-5-24

~~Board's~~ Ref: C 3260-24=1 dy 16/24

901/24=2 dy 4 & 24

Enclosures:

H.O. ii 1355 Rev dy 4.9.24
" iii 856 Rev dy 9.6.24
Rev 2122 do dy 3.11.22 X A
" 1144 Rev dy 18.4.12 X H
" 733 Rev dy 18.12.96 A
" 630 Rev dy 28.10.98 X W
" 1981 Rev dy 18.5.95
" 222 Rev dy 23.3.90
" 744 Rev dy 30.8.89

To under Secy

Please see the Board's reference at pages 1-2 C:

S No 499 of Bellary Town measuring acres 7-53 has been in the occupation of the London Mission and used for the purpose of a charity school: it having been leased to the Mission by the Madras Govt: under a ninety nine years lease in 1813. The lease expired in 1912 and the Board of Rev now recommends that the land may be alienated to the Mission free of charge for the occupancy right and free of assessment

(W) Under the provisions of Govt No 630 - Rev dated 28. Oct 1898, the land have to be assigned to the Mission under a registered patta or subject to the payment of appropriate assessment or ground rent: As

the land is now required for the purpose of a charity-school and had also been exempted from payment of ground rent even during the same period, the recommendation of the Board of Rev may be approved.

The market-value of the land proposed to be alienated is Rs 3501-7-2 (subject to ground rent), its free hold value being Rs 26445-3-2, and the alienation therefore requires the sanction of the Govt. of India vide Govt No 1144-Rev dated 18.4.1912

A draft letter to the Govt of India is submitted for approval if may be sent to Finance Dept for acceptance before issue.

Sd/8/24
Su
22/8/24

Sd
26/8/24

Why does BD say no precedents to be found in connection with any taken from Govt land and with this term?

Sd
30/8/24.

To undersecy

For a brief history of renewing

years leases please see [redacted]

(M) notes at pages 6-8 of notes to G.O. No. 786 Rev'd 2-5-22. In G.O. No. 630 Rev'd 28-10-98 (W) the Govt. have laid down the policy to be adopted in regard to properties covered by these terminable leases. The policy laid down therein was that ordinary kyotwari pattas or ground rent pattas for land held on leasehold should be given when the leases fell in. This policy is being followed generally. There are no other specific orders prohibiting the renewal of such leases. In this case there seems to be no objection to the renewal of the lease as the original lease deed contained a condition that the land should be free from quit rent as long as it might be appropriated to the use of the Charity School.

This furnishes the answer to Secy's query.

3.U.
6/9/29

Sd/-

Submitted for orders in the above note.
Government may kindly see the notes and orders
recorded by me in the connected file. Thereafter the
above note.

To undersign

Hd Cl to Vcop Query at P. 3. Inform it is submitted that the secretary has, in view the Govt. 692 Rev dy 23.8.1920 & 9/1 Rev dy 22.8.24 Case of Mr. Foulkes and 738 Rev dy 27.6.1922 are submitted his in the Case. he The Zamindar Mr. given only Town-site halla and the case was not entered: (Govt. 692 Rev dy 23.8.1920). There (S) seem to be no later orders on the subject.

4
29/XII
SA
23/9/24

Mr. Foulkes filed a suit
O.S. 1 of 1923 Compromise
Please (Govt. those Papers

To undersign

The suit filed by the Zamindar was withdrawn by him and in the affidavit he agreed to accept a Town-site patta vide Rc. 1507 Rev dy 5.10.23. Mr. Mathew (X) papers Connected with the suit are submitted
29/9/24 separately tied

SA
26/9/24

Rc
29/9/24
SA

I can see no reason at all why in this case we should not grant the lease for a period of say 30 years with a stipulation that it will terminate automatically if the

board is utilised for the purpose of drainage
& work is connected purpose
The Board may be a removal on of
no — cess — demand The Act
will approximately equals 6/4 per
acre on minimum of R. —
(I cannot work out exactly what 16 bighas
7 katras 12 ½ cattahs amounts)
We may fix at 10/— per acre
for 7.5.3 acres =

Finance

7 OCT 1924

Finance (Accts.)

The Courts suggested by the Rev. Secy. in his note above may be agreed to in this Dept.

2. The excess of ground-rent in municipalities over an agricultural assessment of Rs 6-4-0 per acre is transferred to municipal Councils — vide Co. 2122 & 1111 d 3.11.24. Provincial revenues will not therefore be affected by any rate of ground-rent in excess of Rs 6-4-0 per acre.

Rev
15-10-24

RWD
15/X

Rev

To undersecy.

The Board of Rev may be asked to report whether it has any objn to the renewal of the lease on the terms of the Secy's note at paras 4 & 5 ante

~~If the Standard Scale, the minimum rate of Rs 12-8-0 per acre~~

2 A draft-ans is submitted for approval

KC 8/11/24

8/11/24

[illegible]

To undersecy

The draft of the lease deed has been prepared in consultation with the Govt: Solicitor. ~~A draft is submitted for approval. It may be sent to Lahore Simla for~~ As regards acceptance the Board of Rev has not ~~to be submitted~~ submitted a sketch of the land which may be called for A draft ans is submitted for approval

(H) 28

Issue.

12/11/24

12/11/24

Issued as Govt No 3063 EA/24 dt (plus 2 pages)

No 2050 A/26 From the Board of Rev Lahore No B.S. dt 5 pages

Please see Mr Leigh's proposal to renew the lease at p. 5 cf. Bdo proposals at ps 1-2 cf. was to alienate the land on the usual terms. The course to be followed will apparently depend on the decision of the third judge to whom the disagreement between the two judges in the Volkart case (in the linked file) has been referred.

If he supports Mr Justice Krishnan, ~~then the proposal~~ will be no obligation to renew the lease & the Bdo proposal to alienate the land will be correct.

If he supports Mr Justice Venkatasubba Rao, the lease will have to be renewed, but it will be for consideration what terms & conditions are to be judged reasonable. At another file the Municipality has proposed to take over the Judge's bungalow & compound & to relinquish this land, but it has put forward a claim to compensation of Rs 60000 for giving up such a valuable site. If the Municipality is to get a lease, there seems no reason why it should not pay full rent since it places such a high value on the site.

Meanwhile until the H. Court reach a decision, the lease might be renewed from year to year, as being done with the National Bank in Cochin subject to payment of full rent.

Enquiry to be accepted

Further consideration, I think not. The lease, I see, expired 1912 & the Municipality did not apply for renewal. Any rights which they may have had has lapsed.

claim is ridiculous.

Secretary to Govt
21.8.1926
22.12.26
(H)

Paragraphs.

I think Mr Hughes's proposal to "move a lease which expired 14 years ago is thoroughly unsound. The Natives are actually claiming compensation for quitting the Land in the event of a certain scheme going through. As losers for a period of years they could have a valid claim for compensation. If the Land is alienated for a specific purpose the Natives can have no claim to compensation as when they vacate the Land the specific purpose will no longer be fulfilled. At present the Natives have no rights in the Land. I fail to see why we should deliberately give them rights to claim compensation

The Boundaries proposal to alienate may be affirmed

Hf 4-5 ante

Hy G. W
Ch Mell
18/6

Draft
18/6

73

To U.S

Resubmitted.

2 The market value of the land proposed for alienation to the London Mission is Rs 35017-2 (subject to amendment), its Free-hold value being Rs 36,445-3-2. Under para 9 of f.o. no. 1144 Rev of 18.4.12 as amended in part II of the same f.o, the sanction of the Govt of India should be obtained since the value exceeds Rs 1000. Draft letter to the Govt of India is put up below subject to approval. It may be sent to Finance for acceptance before issue

For orders

p 3 ante (N)

p 1 ante (N)

Typed as amended.

To Under Secy

Typed and submitted.

For acceptance

Please see previous Finance note on p.3 ante and the notes et seq.

The draft letter to [illegible] may be accepted.

ASST. SECRETARY TO GOVT. REVENUE DEPARTMENT 15 JUL 1926

Rev 2578A

Fin. No. 5766-1 15.7.26

Fin. ct. 5768 10.7.26

Resubmitted for orders as to whether the draft may now issue.

7.7

Extract of secretary's orders in the file dealing with 99 years leases (C No 2110 A/26). Not put up

"Put me up the Bellary case again in which Mr Leigh proposed to renew a time-expired ninetynine years lease."

(Init) J. F. H.
18.7.26

To Secretary

The case reference is submitted below. For orders whether the draft ~~appear~~ approved by I.S. + ordered to issue may issue.

[Returned by secretary + the instructions [illegible] whether Order [illegible] has been duly issued + the Orders regarding [illegible] Annexure [illegible] 29.7.26 Copy of order [illegible] J.

G.O. 1237 (T) Sp
31.7.26

Please see H.M. C,'s order at (T) ~~which has been ordered to be followed for the present~~ concerning the policy to be adopted in the case of such leases.

G.O. 1237 (T)
Proc [illegible] 31.7.26 J.

2 Ordinarily when the lease expires, the holder has to be offered an ordinary ryotwari patta. but in the present case alienation under B.S.O N° 24 was offered + and the Missions (the lease-holders) has agreed

PIC 6

to it. As there is to be only ~~an~~ alienation subject to the usual conditions instead of an ~~od~~ outright assignment, the terms appear to be more favourable to the Govt. The alienation has ~~also~~ already been approved at page 8 N.F.

P 3 C f

3. The freehold value of the land has been calculated at the rate of Rs 4840* an acre. The basis for adopting this rate has not been given. The competition rent came to Rs 193 odd, and the standard rate below that (viz Rs 175 an acre) has been taken as the ground-rent. The market value of Rs 3501-7-2 has been correctly worked out ~~after~~ by deducting the capitalised value of ground rent from the free-hold value.

x deduced from the

Find out what it is. 17.8.16

& working sheet K

4. As both the land & revenue are to be alienated in this case, and as the freehold value comes to Rs 36445-3-2, the sanction of the Govt of India is required.

c & b 60 S.O N°24 (P 71 vol I)

5 The conditions suggested by the Board for alienation are found at p. 2 C.F. They ~~do not~~ contain no provision for resumption when the land is required for any public purpose, or for summary re-entry in case of breach of conditions. ~~The land was leased for a School, it is not known whether the~~

P 2 C.f

P 13 C f

~~same was sold in addition to the land leased to the~~

Conditions have also to be inserted about the buildings now ~~their value is + whether any conditions are to~~ on the land.
~~be inserted about them~~. It is ~~also~~ not known whether the Mission would agree to any ~~additional~~ conditions other than those suggested by the Board. It seems therefore desirable to consult the Mission again ~~specifically~~ on these points, especially as an alternative proposal of renewing the lease had subsequently been suggested to & accepted by them. For orders whether the Board may be requested to report further on these points after consulting the Mission.

As this is an alienation to

EP
8/8/26

replace a lease expired 99 year lease

~~under which buildings were erected~~ ~~on the land~~ it does not seem necessary to impose the same stringent conditions as in the case of a new alienation. If the land is wanted for a public purpose it will be acquired & compensation paid. A condition that no new buildings shall be erected without the Colts permission however may be made.

AP
16/8

Yes.

Find out the true value of the land. Get a list of buildings now on the land. Draw up an alienation order with suitable conditions. All that Govt will pay is value of buildings existing today & subsc. " on the date of [illegible]

Vide (H)

If the Mission do not accept all our conditions they can vacate.

17.8.26

It is not such thing. The lease expired 14 years ago. There was no application for renewal. It is down right wrong with. The Mission are being permitted to occupy the land - on no title - free of assessment at the present moment. We now propose to eliminate - i.e. to give a limited title to use the land for a specific purpose

17.8.26

To us.

With reference to the Secretary's remarks at pp 11-12 ante the following information is submitted: from the report subsequently received from the Collector in the linked file

P 15-22 in the linked file (H)

(1) The ~~market~~ value of the 7.53 acres of land has been calculated at Rs 2/- per sq. yd. as it is situated in the heart of the town and is specially valuable. The value works out to Rs. 72,89

(2) The buildings noted below are built on part of the leased land ~~to~~ 7.53 acres:—

(a) 1 Girls' school.

(b) 2 detached class rooms.

(c) 1 dwelling house.

2. In the linked file (H) the Collector has reported that the mission is prepared to make over to Govt. the buildings and site of the Wardlaw High school and two residential bungalows outside the town near the jail buildings provided the mission is given in exchange, at a fair valuation, the District Judge's residence with its extensive compou

3. The mission has also no objection to surrender the lease-site to Govt in the event of the above

but it still claims compensation of Rs 60000 P 2 c ante

exchange is accepted? The Board has supported the recommendation of the collector that the proposal should be referred to a Committee of leading officials in the district. p 17 ? F in note

4. It is therefore submitted that it does not seem necessary to take up the question of the alienation of the 7 53 acres of land in favour of the Mission until a decision, as regards the proposed exchange, is reached.

22 9 36.

Revs' Supdt. A.

Value of the land

The Collector has estimated the "market value" of the land at Rs 2 a Sq. yard. The rate perhaps apparently represents the free-hold + not the market value. Even if it is taken as representing the freehold value, it is conflicting with the rate of Re 1 per Sq yard already adopted by the Board in the alienation Statement at p. 3 P 3 c ante

C. f. The Board may be requested to reconcile the discrepancy and report to the basis for adopting the rate with reference to the recent sales if any in the neighbourhood.

Also the real market value subject to the G.T. being levied in the Corporation the rate of which G.T. is 6 p.c

sent with it show that some of the build-
ings stand partly on Mission & partly on
land. The Board may be requested
to send a neat sketch drawn to scale giving the area
& dimensions of the buildings on the old lease
land & the Mission land respectively, so that
there may be no dispute about this in
future.

Lease

The Collector in his letter says that the Board
has recently sanctioned the renewal of the lease.
This does not appear to be correct, but the
Board in its report has not ~~corrected this~~
contradicted this. The Board may be asked
to report whether the statement is correct.

Alienation

As the Mission is prepared to give up the
site (though on exhorbitent compensation) & as it
forms one of items in the proposed scheme
of exchange, it is submitted the question of alienation
may await the decision concerning the
proposed exchange. ~~in addition.~~ But the ~~Mission~~
~~may Board may be asked~~ Board may
(if approved) be asked to inform the
Mission that no compensation will be
paid by the Govt for the ~~Assumption of the~~ site.

A draft O M is submitted for approval.

29/9/26

5/10 S.

Both explain the question clearly to the Board if [illegible] understand it.
Redraft - clearly & fully

J. H. L.

To v S

(A) at p. 15 N. F

The lease does not specify the authority for renewal, but under para 2 (1) of Cr. O 630 Rev Ds 23.10.1888, only reasonable [illegible] are to be carried on the expiry of the term of the lease The Board has, in the face of this Cr. O, no authority to renew the lease.

p 7 C f

p 7 of ii (1)

(B) at p. 15 N F

A copy of H. M. C's orders is at Flag T. under this order, if for any special reason Govt wants the land covered by an expiring lease compensation is to be paid as a matter of grace for the buildings on the site If as proposed in the Scheme of exchange, the Govt want the site, ~~compens. they reduce of the buildings~~ may have to pay the value of the buildings. If on the other hand the site with the buildings thereon is to be alienated as ordered at p 12 N F, no payment may be necessary, But in either case, the Missions will have to give up unconditionally all its claims to the

site or to compensation for its ~~surrender~~ surrender.

2. A revised draft O.M. dealing with these points is submitted for approval.

14/10/26

O.M. to the Board dt 19.10.26.

This ~~explains~~ ought not to have been issued by D.S. without circulation to H.I/C$_2$ Dirn during my absence on casual leave or to me when I am on casual leave

18.X.26

Get a reply to para 3 of the O.M. already by telephone.
D.S. The letter from Mr Lewis placed in the file till he can see him on 8.1.27. at noon (or next working day if 8.1.27 is a holiday)
Then resubmit the file

18.X.26

To Under Secy

A draft T.M. to Bd is submitted for approval. After issue of the T.M. a draft D.O. to Directors will be put up.

CRP 21.12.26. 21/12/26

To Under Secy

The T.M. has issued. A [illegible] copy of-

④ 8th is a working day
Verified
CRP 21/12
Office on Re 22/12

ab p 2 infra

the message (1) is also being sent to Bd.. A draft D.O. (2) Sent CJR for ...

to me Lewis is put up. for approval

CRP
21.12.26

EP
21/12/26

22/12/26

Thro Supdt

	Initials.	Date.
Received in Fair copying Section.		
Copied ..		
Examined ..		
Signed ..		
Despatched ..		

Scott. II-3—5,703—6-12-24.

83

D.O. 3063 E A/24-88/ 22-12-26

Dear Mr Lewis

Alienation and exchange - Land - Bellary - Bellary town - London Mission Buildings - Your letter dt 13-12-26.

In reply to your letter ~~received~~ above asking for an interview with the Secy., Revenue Dept., I am to say that it will be convenient for him to see you on 8.1.1927 at Noon

Yours sincerely

22/12/26

CRP 21.12.26

SP 21/12/26

Rev E H. Lewis

London Mission,

Bellary

DES_ _IED

DEC 1926

The body + note CRP 22/12--

84 20

Scott. II-3—5,703—6-12-24.

	Initials.	Date.
Received in Fair copying Section.		
Copied		
Examined ..		22/12/26
Signed ..		
Despatched ..		

DESPATCHED DEC 1926

Tel. message

From the Under Secy to Govt.

Rur Deptt.

To the Secy Bd of RTs.

Subject. Alienation - Land and ~~Revenue~~ - (Ballarat) - Ballarat town - London Mission Buildings - Board's Ref-a B615 |26-5 of 9 9-26 and para 3 of O M. 3063 E.A |24-7 of 19-10-26.

(see para 3 of O M 3063 EA |24-7 of 19-10-26)

Please ~~let me know~~ ~~state~~ say whether the statement made by the Collr of Ballarat that the Board has sanctioned the renewal of the lease is correct. The information is required very urgently.

CRP
21-12-26.

21/12/26

85

Sent at once for 26 and return for disposal.

Post "i"

RP 21/12

in another file now in vault - but see heading on p 24 ante.

page F

Remind at once

and return

CRP 23-12-26

Received 3-42 P.M. 23/12/26

Issued 24-12-26.

87

SECRETARY TO GOVERNMENT
25-DEC 1926
REVENUE DEPARTMENT

Board of Revenue, Land Revenue
and Settlement, Chepauk.
Dated 23rd December 1926.

Post copy of Telephonic Message.

From

The Assistant Secretary,

Board of Revenue, Land Revenue & Sett.,

Chepauk.

To

The Under Secretary to Government,

Revenue Department.

pp 10-16 C.F. Please see para. 2 of Govt. Memo. No.3063 E/24-1, dated 8-11-24.

With reference to that Memo. the Collector was asked on 14-11-24 to offer his remarks on the suggestion contained therein. and to report if the Mission agreed to the proposal. As the Mission agreed to the renewal of the lease, the Collector was asked on 14-9-25 to submit a draft lease deed after obtaining the consent of the Mission to the terms. The deed submitted by the Collector on 26-11-25, was revised by the Board and the Collector was asked on 12-12-25 to obtain the consent of the Mission to the revised terms. The Mission agreed to the revised terms. The deed was then sent to the Government Solicitor for scrutiny on 25-1-26. The deed as revised by him was submitted to Government with Board's Reference No.B.58/26-1, dated 23-5-26 and as requested by the Government Solicitor the Collector was asked to forward to the Government Solicitor direct a copy of the Memorandum and articles of Association of the Mission. On receipt of the copy of the Memo. and articles of Association, the Government Solicitor gave certain instructions for the proper execution of the deed, in his letter dated 2-5-26; which was communicated to the Collector on 12-5-26 for noting the instructions.

p12 C.F.

The Collector presumably took these to mean a sanction of the lease; while the Board has not yet sanctioned the same.

24-12-26.

Asst. Secretary.

23/12/26 R./25-12.

87

To Under Secy

Please see the telephone on p 21 n.f. and the Bd's reply on p 23 n.f. It seems better to ascertain from the Coll'r defining whether the lease has been renewed. A draft O.M. is submitted for approval

MRR 31.12.26

CRP
31.12.26.

p. 29.c.f [O M to the Coll'r of Bellary dt 31.12.26]

Hg 8.1.27

To U.S

The file may now be submitted to the secretary for perusal with reference to his order at p 17 n. The interview is to take place on 8.1.27. Rev Lewis of the London Mission has been informed of it.

MRR 3.1.27

EP
1/1/27

S

Thanks. Get down this file. The two communications at (A) on p 23 n.f. Will the Coll'r kindly whether he has sanctioned the Lease. I must know at once

3.1.27.

To U.S

A draft telegram to the Collector and T M to the Board are submitted for approval

MRR 4.1.27

EP
4/1/27

(Telegram dt 4.1.27 and D.M.D. 4.1.27)

Cto. 39A. From the Colln. of Bellary, Refs. S.C. No. 5839-26-B-4 d. 3.1.27 pp 35 & c.f.

Cto. 64A. Telegram from the Colln. of Bellary d. 5.1.27

To Under Secy.

The letter and telegram from the Colln. of Bellary at pp. 35-37 c.f. are for perusal. A

2. Copies of the Govt. Solicitor's letter d. 2.5.26 & the Board's Refee. d. 12.5.26 called for from the Board in the D.M. at pp. 33-34 c.f. have not been received. A draft telephonic reminder is subd. B.

D.R.D
5.1.27

A P.A. to O.M. to the Colln. informing him that nothing is to be done or said which would indicate that the Govt. are willing to renew the lease.

B Issue.

6.1.27

(Tel. message to the Board d. 6.1.27) Send for copy of PC

From the Board's R & Sett. d. 5.1.27 pp 39-42 c.f.

To Under Secy.

A draft O.M. to the Colln. is subd.

2. Copies of the Govt. Solicitor's letter d. 2.5.26 and Board's Refee. d. 12.5.26 have been furnished by the Board and they are at pp. 41-42 c.f.

2. Rev. Isaac Lewis of the London Mission, Bellary

is to see the Secy. on 8.1.27 (noon). After approval the draft will be issued and the file submitted to A on 7.1.27. MRV 7.1.27

D.R.D 6.1.27

Memo. sent for issue 7.1.27

S

Issue instruction

see how the 1(50) can be

received from the Minister we

the Board has asked for the record

This can be investigated later

P.S.

[D M No 3063 E A/24 of 7.11.26 to the Collector and the Board of Revenue J.

Hg 8.1.27

The Memo has been despatched. The interview is to take place at 12 noon tomorrow.

EP 7/1/27

Mr Lewis says that the Minister wants abolition. He told the Board Collr so about a month ago (I have seen a copy of the letter). Ask the Board for an early reply to Mr Lewis's D.O.

8.1.27

To U.S

A draft O M is submitted for approval.

MRV 10.1.27

EP 10/1/27

Issue

10.1.27

[O M to the Board on 12.1.27]

92

3000 M/L from Bd & Ors Rej- B 58 /26.1 dt 20.1.27 p 51 of—

O.M 3063 E M/24 dt 28.6.27 1/3 — —

2075 M. From Bd & Ors. Rej- B 58/26.8 dt 2.7.27 p 55 of—

2948 A. [ ]— Bd & Ors Rej B 58/26.10 dt 16.9.27]

93

To Under Secy

Perusal is solicited to

(1) Board's Rpt dated 10.7.24 on pp 1-3 C.F

(2) O.M. dated 19.10.26 on pages 23-25 C.F.

(3) O.M. dated 12.1.27 on page 49 C.F.

(4) Board's Rpt dated 16.9.27 on pages 57-60 C.F.

[Previous notes need not perhaps be read]

The site of the London Mission Buildings measuring 7.53 acres of land in S No 499 of Bellary Village, Bellary town, was originally held by the mission on a 99 years' lease. The lease expired in 1912. In order to regularise the mission's occupation of the land after the expiry of the lease the Board in 1924 submitted proposals for the alienation of the land to the Mission under B.S.O 24 and the Mission had agreed to the alienation. The Govt then considered that instead of alienating the land and land revenue, the lease might be renewed for a period of 30 years and the Board was asked to report whether the Mission was willing to accept a renewal. The Board reported that the mission was willing to accept a renewal and submitted a draft lease deed to be executed by the Mission. The Mission had agreed to the conditions of the draft lease deed. Subsequently in view of the points raised in the Volkarts' case relating to 99 years lease and for the reason mentioned in Secy's note on page 8 n.s.

p1 C.F

Ind

pp 1-3 C.F

p1 C.F

J M on p10 C.F

pp 12-18 C.F

Ltr p12 of G.O. 1237 6.7.26 (T)

p7 n.s

~~positions~~ the Board was informed that if the Mission was willing to give up unconditionally all its claims to the site or compensation for surrendering it the Govt would be prepared to consider favourably the question of paying the value of the building existing thereon in case the Mission did not require the land or of alienating the land with the buildings thereon to the Mission in case the Mission wanted to continue in occupation of the site. The Board was asked to ascertain and report whether the Mission was willing to surrender the site or to have it alienated under B.S.O 24.. The Board has now reported that the Mission is willing to surrender the land unconditionally and accept alienation proposals.

O M. on pp 23-25 C.F

p 25 C F

para 2 on p 1 C.F.

2 The Board reports that the market value of 7.53 acres of land in question subject to a ground rent of Rs 125 which is the ground rent fixed during the resettlement works to Rs 23,531-4-0. The market value subject to a ground rent of Rs 6.4.0 per acre chargeable with reference to G.O. 436 Rev dy 8.3.27 amounts to Rs 45,885-15-0. ~~It is submitted that the latter figure may be adopted.~~ The proposal requires the sanction of the Govt of India

para 1 on p 1 C.F.

subject to a ground rent of Rs 125, the rate charged in the neighbourhood.

In either case, the alienation

(2)

para 9 on pp 3-4 C.F.

G.O. 1146 dy 18.4.12 (N)

3 A draft letter to the Govt of India is submitted for approval. It may be sent to Law Dept for acceptance

ERC
20.10.27

EF
22.10.27

95

It Mission has accepted the p5q c.f. proposal to alienate but it has not agreed to any conditions. Where have you got the condns? Supt. to bring

MMV 30.9.10.27

Instructions received from U.S. EP

To U.S

The Mission has agreed already to the conditions in the draft lease deed (originally prepared) which are almost similar to ~~those~~ the conditions now proposed

a marginal note on the draft

2 A revised draft is submitted for approval. If

EP 3/11/27 may be sent to Law (Secy) for acceptance

MMV 4.11.27

S

~~Please see the proofs of draft for acceptance~~

5.11.27

~~DE~~

I have altered the drafts. If correct, complete letter

5.11.27

ASSISTANT SECY. TO GOVT. 9 NOV 1927 LAW DEPT.

To U.S

Resubmitted after check. The typed copy put up is for approval.

MMV 7.11.27

EP 7/11/27

S

Draft for acceptance

7.11.27

Rev. 3063EA '24

8.6.27

96

~~32~~

Edn. Dept

(Notes from p. 29 onwards need alone be read)

The draft letter to the Govt. of India may be accepted in this dept. and the case returned to Revenue no.

CR
11/11

S
Accepted
11-11-27

Rev (W.O)
ZR 2912 A-1
12/11/27

CRV:
10.11.27
S/9
10.11.27.

Ju Under Secy

Please see notes from pages 29 ngs. It is submitted that the draft letter may issue

15.11.27

CRP
14.11.27
SP
14/11/27

S
15.11.27

Rev 3555
A. 14
A2
SP
14/11/27

no Secy
Curr. 16.11.27.

C.J.B
21/11

Issued as Memo 3063 E A/24 dt 21-11-27

CRO 3879 A [From the Govt of Bihar Edn Health Deptt. No 594-1 dt 5-11-27,

pp 61-62 C.F.

pp 64 C.F.

Jo Under Secy

Please see reply from the Govt of India on page 63 C.F. ~~to their Govt's letter on pages 61 to 62 C.F.~~

The Govt of India have sanctioned the alienation.

2. A draft order sanctioning the alienation is submitted for approval. It may be sent to Law Edn. for acceptance

MMV 12.12.27

CRP
11.12.27

EP
11/12/27

U. O. No. 3063 EA 24
14/12/27.

Edn. Dept

(Notes from 1.29 onwards need also be read)

The draft order may be accepted in this dept. and the file returned to Revenue."

CVV
16.12.27

SA
16/12/27

AR
17/12
Accepted
OBB
19-12-27

Rev (W.O.

TO C
21 DEC 1927
REVENUE DEPARTMENT

L 29/12B-2
20.12.27

L 23348B
15-12-27

ASSTANT SECY. TO GOVT.
15.DEC.1927
LAW DEPT.

Law 4023A

Revenue Dept

TO U.S

The draft order may issue.

MMV 4.1.28

EP
21/12/27

S Issue
5.1.28

97

GOVERNMENT OF MADRAS

Received ~~[illegible]~~ 1927. Registered .....1927.

Abstract

REVENUE DEPARTMENT

No. Mis. 22 Dated 1927.

Read the following papers:-

From the Bd of Rev & RDS. Rc. B 58/26-10 dt 16.9.27

and note with checklist CRP 5/1/28.

ORDER:- With the approval of the Govt of India, the Government sanction the alienation of ~~-~~ ~~-~~ acres 7.53 acres of land in S No 499 of Bellary Village, Bellary Taluk, Bellary District, with the buildings on it in favour of the London Mission, Bellary, for use as the site of a School.

2. The alienation will be free of charge for the occupancy right and free of ground rent but subject to the following conditions:-

(1) The land shall be used for the purpose of a School and for no other purpose.

~~(2) The buildings shall be constructed within ~~ years from the date of the grant.~~

~~(3) The Government may resume the land, wholly or in part, with any~~

(2). no building shall be erected on the land without the previous sanction of the Collector of the district

(3). The Govt may resume the land wholly or in part

with ~~any~~ buildings thereon, in the event of the infringement of any of the conditions of the grant, or if in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations, or if the recognition of the School is withdrawn.

(4) In the event of such resumption, ~~if there are buildings on the land,~~ the Govern ment may at their option, either

(a) purchase the buildings ~~or~~ now existing and hereafter constructed on the land in accordance with Condition (2) or

(b) allow the grantee to purchase the land at its value on the date of sale, or

~~(c) direct the grantee to remove the buildings.~~

(5) In the event of the resumption of the land followed by the purchase of the buildings under clause (4)(a), or in the event of the acquisition of land for any reason the compensation payable therefor shall in no case, exceed the initial cost, or the value at the time of the resumption or the acquisitions, whichever shall be less, of ~~any buildings erected~~ (the buildings now existing and hereafter Constructed on the land in accordance with Condition (2)) or other improvements effected on the land by the grantee. ~~in accordance with the terms of the grant.~~ But no Compensation shall be payable in respect of any buildings constructed in Contravention of Condition 2 of the grant.

~~(6) In the event of the grantee refusing to remove the buildings, when so directed under clause (c), the Government may remove them and realise the cost of the removal by the sale of the materials.~~

(6) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed on the land by the grantee at ~~his~~ it cost.

(By Order of the Governor in Council)

Secretary to Government.

To

The Board of Revenue, Land Revenue and Settlement.

Education ✓

CAP 11.12.27

EP 11/14

Dpd. by Van Meysouger

Dpt'g. Initials

6.

101

Revenue **DEPARTMENT.** C.F. 31

F2

CURRENT No. 3584F

Received 7 [illegible] 1929 192 · Registered 2 12 192 9

Subject.

Acquisition - Land and Buildings - Bellary Town - London Mission Buildings - Sketches - Return - Requested.

CB 11/12

ENCLOSURES.

No.

Spare copies

Endorsement No.B.4620-29.

Station Madras, *Dated the* 28th November 192 9.

From

B.G.Holdsworth Esq., I.C.S.,

Secretary. ~~The~~ Board of Revenue, ~~Revenue~~ Land Revenue and Settlement, ~~etc.~~ ~~Separate Revenue.~~

To

H.A.B.Vernon Esq., C.I.E., I.C.S.,
Commissioner of Land Revenue.

~~Resolution~~ ~~Reference.~~

Read the following:--

Letter from E.Bennett Esquire I.C.S., Collector of Bellary, Ref.C.No.5547/29-B-4, dated 21st October 1929.

Endorsement.

P5703 P.O (C)

The Board reqests that the sketches submitted with its Ref.B-58-26-10, dated 16-9-27 may be returned to the Collector of Bellary, direct, as they are said to be required by the Executive Engineer Bellary, for reference in his office.

for Secretary.

To the Secretary to Government,
Revenue Department.
Copy to the Collector of Bellary.

102

Rev Dept

Acquisition - Land & buildings - Railway from London Mission Buildings Sketches - Return -

3584F/29]

From the DC Ajmer-Merwara, Endt B 4620-29 dt 28-11-29

TO U.S

Board's ref B.58.26.10 dt 16.5.29 quoted (ref in DC in its ~~own~~ reference read above was disposed of in P.O 22 Rev dt 5.1.28 This P.O is put up in file CRO 2597 F/29 which was sent to Public (Police) U.O ~~dt~~ on 29/X/29. That dept may be requested to put up the P.O for the disposal of this file

Rev U.O 51M/472
Cf 3654 with CS

Rev
3.12.29
3-12-29

Public (Police)
4/12/29

Rev U.O No 3584F/29
4.12.29

Public (Police) dept

CRO No 22 (Mis) Revenue dated 5.1.28 is put up at flag U. This may be returned to Revenue.

Rev 5134/672

An
6/12/29

Rev
6/12/29

R2
7/12

7 DEC 1928
ASSISTANT
REVENUE

Rev 3641F

103

Rev Dept

TO U.S

The plans will be found at the end of the CF in G.O No 22 Revised of 5-1-28 - May may be sent to the Collr. A draft memo is submitted for approval. After issue the papers will be returned into file No 22 Revd 5-1-28 (v) (v)

10.12.29

10-12-29.

104

11/12

31/11.12

Memo No 3584F/29. 1 d/ 11 12.29

Acquisition. Land & Buildings
Bellary Town London Mission
buildings Sketches thereon
D/S ~~to~~ Endt No B. 4620-29
dated 28.11.29.

The sketches received with
Boards Lr B. 58.26.10 dated 16.9.29
are returned to the Collector
of Bellary

11/12/29

To

The Collector of Bellary
with ~~the~~ Sketches

Copy to the Bd of Rev, CR&S

12
10/12/29
EAD
10-12-29

Dpd. by Van ✓
Poet ✓
Messenger

Dpr'd 11.12.29
Date 19

FD
EAD
21/12